

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM396844

| | | | |
|---|----------------------------------|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MASSTECH INNOVATIONS INC. | | 12/23/2015 | Corporation: ONTARIO |
| RECEIVING PARTY DATA | | | |
| Name: | COMERICA BANK | | |
| Street Address: | 39200 W. SIX MILE ROAD | | |
| Internal Address: | MC 7512 | | |
| City: | LIVONIA | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48152 | | |
| Entity Type: | TEXAS BANKING ASSOCIATION: TEXAS | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3905315 | CATCHBLUE | |
| Registration Number: | 3282244 | MASSTECH | |
| Registration Number: | 3741471 | MASSMEDIABOX | |
| Registration Number: | 3273961 | MASSLOGGER | |
| Registration Number: | 3273964 | DRAC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8585506420 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 858-550-6433 | | |
| Email: | jmfitzpatrick@cooley.com | | |
| Correspondent Name: | JENNIFER FITZPATRICK | | |
| Address Line 1: | C/O COOLEY LLP | | |
| Address Line 2: | 4401 EASTGATE MALL | | |
| Address Line 4: | LIVONIA, MICHIGAN 92121 | | |
| ATTORNEY DOCKET NUMBER: | 036703-1786 Masstech | | |
| NAME OF SUBMITTER: | JENNIFER FITZPATRICK | | |
| SIGNATURE: | /JENNIFER FITZPATRICK/ | | |

CH \$140.00 3905315

| | |
|---|------------|
| DATE SIGNED: | 08/30/2016 |
| Total Attachments: 5 source=Masstech Innovations IPSA#page1.tif source=Masstech Innovations IPSA#page2.tif source=Masstech Innovations IPSA#page3.tif source=Masstech Innovations IPSA#page4.tif source=Masstech Innovations IPSA#page5.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 23, 2015 by and between COMERICA BANK ("Bank") and MASSTECH INNOVATIONS INC., a company existing under the *Business Corporations Act* (Ontario) ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan Agreement among, *inter alia*, Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of a general security agreement dated on or about the date hereof executed by Grantor in favour of Bank (as amended, varied, supplemented, restated, renewed or replaced at any time, the "Security Agreement"; capitalized terms used herein are used as defined in the Security Agreement) Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

140 Allstate Parkway, Suite 101
Markham, Ontario L3R 6Y8
Attn: Chief Financial Officer

MASSTECH INNOVATIONS INC.

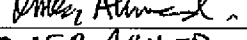
By: 
Name: Phillip Reddon
Title: Chairman and Secretary

BANK:

Address of Bank:

M/C 7578
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

COMERICA BANK

By: 
Name: OMER AHMED
Title: VP

- and -

Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario M4W 3E2
Attn: Robert C. Rosen
Fax: 416.367.2460

EXHIBIT A

Copyrights

| <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--------------------|--------------------------------|--------------------------|
|--------------------|--------------------------------|--------------------------|

None.

EXHIBIT B

Patents

| Title | App. No. | Filing Date | Reg. No. | Date Granted |
|--|-----------|-------------|-----------|--------------|
| Distributed redundant adaptive cluster | 11/732020 | 4/2/07 | 7,873,702 | 1/18/11 |

EXHIBIT C**Trademarks**

| Mark | App. No | Filing Date | Reg. No. | Reg. Date |
|--------------|-----------|-------------|-----------|-----------|
| CATCHBLUE | 77/826072 | 9/14/09 | 3,905,315 | 1/11/11 |
| MASSTRANSIT | 77/513342 | 7/2/08 | 3,662,744 | 8/4/09 |
| M-CONNECT | 77/513349 | 7/2/08 | 3,572,374 | 2/10/09 |
| MASSTECH | 77/066456 | 12/18/06 | 3,282,244 | 8/21/07 |
| MASSPROXY | 77/029713 | 10/26/06 | 3,380,113 | 2/12/08 |
| SAVI | 77/029833 | 10/26/06 | 3,597,015 | 3/31/09 |
| MASSBROWSE | 77/029786 | 10/26/06 | 3,380,114 | 2/12/08 |
| MASSCHANNEL | 77/029744 | 10/26/06 | 3,387,429 | 2/26/08 |
| MMB | 77/030075 | 10/26/06 | 3,659,726 | 7/28/09 |
| MASSTORE | 77/029742 | 10/26/06 | 3,383,914 | 2/19/08 |
| MASSMEDIABOX | 77/030072 | 10/26/06 | 3,741,471 | 1/26/10 |
| MASSLOGGER | 77/029710 | 10/26/06 | 3,273,961 | 8/7/07 |
| DRAC | 77/030010 | 10/26/06 | 3,273,964 | 8/7/07 |